

EXHIBIT A



Nichols Kaster
ATTORNEYS AT LAW

Jean K. Guthrie
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4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(877) 448-0492

May 24, 2013

VIA MESSENGER

HireRight, Inc.

c/o Corporation Service Company
d/b/a CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr, Suite 150N
Sacramento, CA 95833

RE: *Blanca Watkins v. HireRight, Inc.*, Case No. 37-2013-00050017-CU-OE-CTL
Superior Court of California, County of San Diego

HireRight, Inc.:

Enclosed and served upon you please find:

1. Complaint, with Exhibits;
2. Civil Case Cover Sheet;
3. Summons;
4. Notice of Case Assignment and Case Management Conference;
5. ADR Information Form;
6. Stipulation to Use ADR;
7. General Order No. 010313; and
8. Electronic Filing Requirements of the San Diego Superior Court.

Per SDSC Local Rule 2.1.5, Plaintiff notes that Plaintiff seeks punitive damages on a class wide basis in an amount to be determined after discovery and in an amount appropriate to deter future violations and appropriately redress past violations.

Sincerely,

NICHOLS KASTER, PLLP

Jean K. Guthrie
Paralegal

Encl.

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HireRight, Inc.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Blanca Watkins

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

05/24/2013 at 08:10:00 AM

Clerk of the Superior Court
By Lee McAllister, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Diego Superior Court, Central Div.
220 West Broadway, San Diego, CA 92101

CASE NUMBER:

37-2013-00050017-CU-0E-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

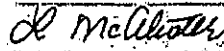
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Devin H. Fok, Law Offices of Devin H. Fok, P.O. Box 7165, Alhambra, CA 91802, 310-430-9933

DATE: 05/24/2013

(Fecha)

Clerk, by

(Secretario)



Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): HireRight, Inc.

under: ☒ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☐ CCP 416.40 (association or partnership)☐ other (specify):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)

4. ☒ by personal delivery on (date): 5-24-13

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Devin H. Fok, SBN 256399, Law Offices of Devin H. Fok, P.O. Box 7165, Alhambra CA, 91802, Phone: 310-430-9933, devin@devinfofoklaw.com; Joshua B. Kim, SBN 257260, A New Way of Life Reentry Project, 958 E 108th St, Los Angeles CA 90059, Phone: 323-563-3575, joshua@anewwayoflife.org TELEPHONE NO.: 323-563-3445 FAX NO.: 323-563-3445 ATTORNEY FOR (Name): Plaintiff Blanca Watkins		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of San Diego 05/24/2013 at 08:10:00 AM Clerk of the Superior Court By Lee McAister, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 220 West Broadway, San Diego, CA 92101 MAILING ADDRESS: 220 West Broadway, San Diego, CA 92101 CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central Division		37-2013-00050017-CU-0E-CTL Judge Joan M. Lewis DEPT:
CASE NAME: Watkins v. HireRight, Inc.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIPD/WD (23) Non-PIPD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIPD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (23) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (29)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary, declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3 causes: 15 U.S.C. 1681c(2), (5); 1681b(b)(1)(A)(ii), 1681e(1); 1681g(a)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: May 24, 2013

Devin H. Fok

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collection case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease	Construction Defect (10)
	Contract (not unlawful detainer or wrongful eviction)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller	Securities Litigation (28)
	Plaintiff (not fraud or negligence)	Environmental/Toxic Tort (30)
	Negligent Breach of Contract/Warranty	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Property Damage	Collection Case—Seller Plaintiff	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Confession of Judgment (non-domestic relations)
Product Liability (not asbestos or toxic/environmental) (24)	Insurance Coverage (not provisionally complex) (18)	Sister State Judgment
Medical Malpractice (45)	Auto Subrogation	Administrative Agency Award (not unpaid taxes)
Medical Malpractice—Physicians & Surgeons	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Other Contract (37)	Other Enforcement of Judgment Case
Other PI/PD/WD (23)	Contractual Fraud	Miscellaneous Civil Complaint
Premises Liability (e.g., slip and fall)	Other Contract Dispute	RICO (27)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Real Property	Other Complaint (not specified above) (42)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Declaratory Relief Only
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Injunctive Relief Only (non-harassment)
Other PI/PD/WD	Other Real Property (e.g., quiet title) (26)	Mechanics Lien
Non-PI/PD/WD (Other) Tort	Writ of Possession of Real Property	Other Commercial Complaint Case (non-tort/non-complex)
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Civil Complaint (non-tort/non-complex)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Quiet Title	Miscellaneous Civil Petition
Defamation (e.g., slander, libel) (13)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Partnership and Corporate Governance (21)
Fraud (16)	Unlawful Detainer	Other Petition (not specified above) (43)
Intellectual Property (19)	Commercial (31)	Civil Harassment
Professional Negligence (25)	Residential (32)	Workplace Violence
Legal Malpractice	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Elder/Dependent Adult Abuse
Other Professional Malpractice (not medical or legal)	Judicial Review	Election Contest
Other Non-PI/PD/WD Tort (35)	Asset Forfeiture (05)	Petition for Name Change
Employment	Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Wrongful Termination (36)	Writ of Mandate (02)	Other Civil Petition
Other Employment (15)	Writ—Administrative Mandamus	
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor	
	Commissioner Appeals	

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7065	
PLAINTIFF(S) / PETITIONER(S): Blanca Watkins	
DEFENDANT(S) / RESPONDENT(S): Hirenright Inc	
BLANCA WATKINS V HIRERIGHT INC (IMAGED)	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE on MANDATORY eFILE CASE	CASE NUMBER: 37-2013-00050017-CU-OE-CTL

CASE ASSIGNMENT

Judge: Joan M. Lewis

Department: C-65

COMPLAINT/PETITION FILED: 05/24/2013

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	11/22/2013	11:45 am	C-65	Joan M. Lewis

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, each party demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) for each party on or before the date scheduled for the initial case management conference in the action.

MANDATORY eFILE: Case assigned to mandatory eFile program per CRC 3.400-3.403 and SDSC Rule 2.4.11. All documents must be eFiled at www.onelegal.com. Refer to General Order 010313 at www.sdcourt.ca.gov for guidelines and procedures.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2013-00050017-CU-OE-CTL CASE TITLE:

Blanca Watkins v Hireright Inc [Imaged]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so.

Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

F I L E D
Clerk of the Superior Court

JAN 03 2013

By: Amy Meifers

**THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

**IN RE PROCEDURES REGARDING
ELECTRONIC FILING**

**GENERAL ORDER OF THE
PRESIDING DEPARTMENT**

ORDER NO. 010313

THIS COURT FINDS AND ORDERS AS FOLLOWS:

On August 1, 2011, the San Diego Superior Court ("court") began an Electronic Filing and Imaging Pilot Program ("Program") designed to reduce paper filings and storage, facilitate electronic access to civil court files and, in Phase Two, allow remote electronic filing ("E-File" or "E-Filing") of papers in civil cases. The ultimate goal of the Program is to create a paperless or electronic file in all civil cases, as well as in other case categories.

Phase One of the Program, described in General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records*, involved the court's scanning of papers in newly filed cases in designated divisions and departments (the "Imaging Project"). Phase Two of the Program is the implementation of electronic filing by counsel and parties through the court's E-File Service Provider.

Electronic filing under Phase Two of the Program will initially be limited to the Central Civil Division only. Probate and North County Civil Divisions of the Superior Court

1 are excluded from Phase Two of the Program. This General Order relates to Phase Two,
2 and supplements General Order: *In re Procedures Regarding Electronically Imaged Court*
3 *Records, Electronic Filing, and Access to Electronic Court Records.*

4 Permissive E-Filing will begin January 7, 2013 in predetermined non-mandated civil
5 cases in the Central Division, and expand as resources permit. Beginning March 4, 2013,
6 E-Filing will be mandatory in certain types of cases. Further information on these initiatives
7 can be found on the court's website, at www.sdcourt.ca.gov.

8 Filing and service of documents by electronic means is governed by Code of Civil
9 Procedure Section 1010.6 and California Rules of Court ("CRC"), rules 2.250 et seq. and
10 CRC 2.30. In addition, the San Diego Superior Court's specific requirements for E-Filing
11 are available on the court's website. Litigants and attorneys electronically filing documents
12 must comply with all applicable rules and requirements.

13 **GENERAL E-FILING REQUIREMENTS**

14 Documents can only be electronically filed through the court's electronic service
15 provider (the "Provider"). E-File Provider information is available on the court's website.

16 Any document filed electronically shall be considered as filed with the Clerk of the
17 Superior Court when it is first transmitted to the Provider and the transmission is
18 completed, except that any document filed on a day that the court is not open for business,
19 or after 5:00 p.m. (Pacific Time) on a day the court is open for business, shall be deemed to
20 have been filed on the next court day.

21 Pursuant to Government Code section 68150 and California Rules of Court, rule
22 2.504, electronic documents, whether imaged by the court or filed by the parties, are
23 certified as official records of the court.

24 Additional and more specific information on electronic filing can be found on the
25 court's website.

26 ///

27 ///

28 ///

1 This Order shall expire on December 31, 2013, unless otherwise ordered by this
2 court.

3 IT IS SO ORDERED.

4 Dated: January 3, 2013

A handwritten signature in black ink, reading "Robert Trentacosta". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

ROBERT J. TRENTACOSTA
Presiding Judge

ELECTRONIC FILING REQUIREMENTS OF THE

SAN DIEGO SUPERIOR COURT

These requirements are issued pursuant to California Rules of Court ("CRC"), rules 2.250 et seq., Code of Civil Procedure section 1010.6, and San Diego Superior Court General Order: *In re Procedures Regarding Electronically Imaged Court Records, Electronic Filing, and Access to Electronic Court Records*.

It is the duty of the plaintiff (and cross-complainant) to serve a copy of the General Order of the Presiding Department, Order No. 010313, and Electronic Filing Requirements of the San Diego Superior Court with the complaint (and cross-complaint).

PERMISSIVE E-FILING

Effective January 7, 2013, the court allowed subsequent documents to be filed electronically in predetermined non-mandated civil cases in the Central Division by the Soft Launch Authorized Project Participants.

Effective March 4, 2013, documents **may be filed electronically** in non-mandated civil cases in the Central Division where either: (1) the case is first initiated on or after March 4, 2013; or (2) the case is already pending as of March 3, 2013 and has been imaged by the court.

MANDATORY E-FILING

The case types that shall be subject to mandatory E-Filing are: civil class actions; consolidated and coordinated actions where all cases involved are imaged cases; and actions that are provisionally complex under CRC 3.400-3.403 (as set forth in the Civil Cover Sheet, Judicial Council form CM-010 – but not including construction defect actions). "Complex cases" included in mandatory E-Filing include Antitrust/Trade Regulation, Mass Tort, Environmental/Toxic Tort, and Securities Litigation cases, as well as insurance coverage claims arising from these case types. Construction defect cases, currently being filed through the LexisNexis website, will continue to be filed through that system until further notice.

For cases of the type subject to mandatory E-Filing that are initiated on or after March 4, 2013, all documents **must be filed electronically**, subject to the exceptions set forth below.

For cases of the type subject to mandatory E-Filing that are already pending as of March 3, 2013, and provided that the case has been imaged by the court, all documents filed on or after March 4, 2013 **must be filed electronically**, subject to the exceptions set forth below.

A party may request to be excused from mandatory electronic filing requirements. This request must be in writing and may be made by ex parte application to the judge or department to whom the case is assigned. The clerk will not accept or file any documents in paper form that are required to be filed electronically, absent a court order allowing the filing.

Self-represented litigants are not required to EFile in a mandatory EFile case; however, they may EFile if they choose to do so and/or are otherwise ordered to EFile by the court.

REQUIREMENTS FOR ALL EFILERS

eFile documents can only be filed through the court's Electronic Service Provider (the "Provider"). See www.onelegal.com.

eFilers must comply with CRC 2.250-2.261. Also, all documents electronically filed must be in a text searchable format.

Documents that contain exhibits must be bookmarked, as set forth on the Provider's site. Documents not so bookmarked are subject to rejection. Moving papers with exhibits that are not bookmarked will be rejected. (See CRC 3.1110(f) with bookmarking being the substitute for plastic tabs in electronically filed documents.)

Unless otherwise required by law, per CRC 1.20(b) only the last four digits of a social security or financial account number may be reflected in court case filings. Exclusion or redaction is the responsibility of the filer, not the clerk, CRC 1.20(b)(3). Failure to comply with this requirement may result in monetary sanctions, CRC 2.30(b).

Proposed filings, such as proposed court orders and amended complaints, should be submitted as an exhibit and then re-submitted as a separate and new e-Filing transaction after the Court has ruled on the matter to which the proposed document applies. See also CRC 3.1312.

Any document filed electronically shall be considered as filed with the Clerk of the Superior Court when it is first transmitted to the vendor and the transmission is completed, except that any document filed on a day that the court is not open for business, or after 5:00 p.m. (Pacific Time) on a day the court is open for business, **shall be deemed to have been filed on the next court day.**

Please be advised that you must schedule a motion hearing date directly with the Independent Calendar Department. A motion filed without an appointment, even when a conformed copy of the filing is provided by the court, is not scheduled and the hearing will not occur.

If a hearing is set within 48 hours of the time documents are electronically filed, litigant(s) should provide hard copies of the documents to the court. Transaction ID numbers should be noted on the documents to the extent it is feasible to do so.

An original of all documents filed electronically, including original signatures, shall be maintained by the party filing the document, pursuant to CRC 2.257.

DOCUMENTS INELIGIBLE FOR ELECTRONIC FILING: The following documents are **not eligible for e-Filing** in cases subject to either mandatory or permissive filing, and shall be filed in paper form:

- Safe at Home Name Change Petitions
- Civil Harassment TRO/RO
- Workplace Violence TRO/RO
- Elder Abuse TRO/RO
- Transitional Housing Program Misconduct TRO/RO
- School Violence Prevention TRO/RO
- Out-of-State Commission Subpoena
- Undertaking/Surety Bonds
- Request for Payment of Trust Funds
- Writs
- Notice of Appeal of Labor Commissioner
- Abstracts

- • Warrants
- Settlement Conference Briefs (to be lodged)
- Confidential documents lodged conditionally under seal

The following documents **may be filed in paper form**, unless the court expressly directs otherwise:

- Documents filed under seal or provisionally under seal pursuant to CRC 2.551 (although the motion to file under seal itself must be electronically filed).
- Exhibits to declarations that are real objects, i.e., construction materials, core samples, etc. or other documents, i.e. plans, manuals, etc., which otherwise may not be comprehensibly viewed in an electronic format may be filed in paper form.
- Documents attached to a Notice of Lodgment (although the cover document entitled "Notice of Lodgment" shall be filed electronically).

DOCUMENTS DISPLAYED ON THE PUBLIC-FACING REGISTER OF ACTIONS

Any documents submitted for E-Filing will be filed and displayed on the San Diego Superior Court's public-facing Register of Actions with the exception of the following documents:

- CASp Inspection Report
- Confidential Cover Sheet False Claims Action
- Confidential Statement of Debtor's Social Security Number
- Financial Statement
- Request for Accommodations by Persons with Disabilities and Court's Response
- Defendant/Respondent Information for Order Appointing Attorney Under Service Members Civil Relief Act
- Request to Waive Court Fees
- Request to Waive Additional Court Fees

Documents not included in the list above, that are intended to be kept confidential, should NOT be efiled with the court.

1 THE LAW OFFICES OF DEVIN H. FOK
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
05/24/2013 at 08:10:00 AM
Clerk of the Superior Court
By Lee McAlister, Deputy Clerk

8 A NEW WAY OF LIFE REENTRY PROJECT
9 Joshua E. Kim (SBN #257260)
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13 Phone: (323) 563-3575
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15 Attorneys for Individual and Representative Plaintiff

16 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN DIEGO**
18 **CENTRAL DIVISION**

19 **BLANCA WATKINS,**
20 individually, on behalf of
21 other similarly situated individuals, and
22 on behalf of the general public,

23 v.

24 **HIRERIGHT, INC.,**
25 Defendant.

Case No.: 37-2013-00050017-CU-DE-CTL

**CLASS ACTION COMPLAINT
FOR DAMAGES**

(1) – (3) Violations of the Fair Credit
Reporting Act, 15 U.S.C. § 1681, et seq.,

JURY TRIAL DEMANDED

26 Blanca Watkins ("Plaintiff"), by and through her attorneys, on behalf of herself,
27 the Classes set forth below, and in the public interest, brings this Class Action Complaint
28 against HireRight, Inc. ("Defendant" or "HireRight").

PRELIMINARY STATEMENT

1. This is a case about a consumer reporting agency's willful failure to follow
federal and state laws designed to protect consumers from inaccurate, misleading, and

1 manifestly improper consumer reporting practices.

2 2. Employers, lenders, and landlords use consumer reports to screen
3 applicants, borrowers and tenants. They use the reports to deny people jobs, credit,
4 housing and access to other means by which to live.

5 3. Recognizing that the content of consumer reports can have a significant
6 impact on people's lives, Congress has chosen to regulate the procurement, use and
7 content of those reports through the Fair Credit Reporting Act ("FCRA"). 15 U.S.C. §
8 1681.

9 4. The FCRA is Congress's effort to ensure that consumer reporting agencies
10 are required to report information in a manner which is "fair and equitable to the
11 consumer," and "with regard to the confidentiality, accuracy, relevancy, and proper
12 utilization of such information." *Id.*

13 5. To achieve its goals, Congress has imposed strict limitations on the content
14 of consumer reports and has also imposed requirements intended to ensure that consumers
15 are easily able to access their own files.

16 6. HireRight is one of the largest consumer reporting agencies in the United
17 States. It provides consumer reports to employers, landlords, and creditors.

18 7. HireRight's business extends beyond providing consumer reports to
19 employers, and also encompasses the provision of human resources support and
20 assistance.

21 8. Specifically, in the context of employment, HireRight (on behalf of its
22 employer-clients) has a service whereby it will adjudicate the job applicants' eligibility for
23 employment based on a comparison of the information contained in its consumer reports
24 with hiring criteria specified by the employer.

25 9. HireRight routinely and systematically violates multiple provisions of the
26 FCRA in connection with its issuance of consumer reports and adjudication of consumer
27 eligibility for employment.

28 10. As further discussed herein, HireRight has violated and continues to violate

1 the FCRA by:

- 2 a. reporting old charges that were dismissed even though the FCRA
3 explicitly prohibits the inclusion of this information in consumer
4 reports (15 U.S.C. § 1681c(a) and (5));
- 5 b. actively assisting employers to violate state equal opportunity laws
6 and regulations by reporting charges dismissed by court order
7 pursuant to California Penal Code § 1203.4 in reports prepared for
8 employment purposes, even though California law prohibits the
9 inclusion of this information in employment reports and in spite of
10 FCRA's explicit prohibition on the provision of reports which
11 violate state law (15 U.S.C. §§ 1681b(b)(1)(A)(ii) and 1681c(a));
12 and
- 13 c. failing to provide consumers with full-file disclosures despite
14 written requests they do so pursuant to 15 U.S.C. § 1681g(a)(1).

15 **THE PARTIES**

16 11. Individual and representative Plaintiff Blanca Watkins ("Watkins" or
17 "Plaintiff") is a resident of Escondido, California. The city of Escondido is located in the
18 County of San Diego.

19 12. Defendant HireRight, Inc. is a consumer reporting agency that focuses on
20 providing consumer reports for employment purposes. It does business throughout the
21 United States, including in the County of San Diego. HireRight's website is
22 www.hireright.com, and general information about HireRight's business can be found at
23 www.hireright.com/About-Us.aspx. A copy of HireRight's "about us" page as it appeared
24 on May 15, 2013 is attached hereto as Exhibit 1.

25 13. HireRight is a consumer reporting agency within the meaning of the
26 FCRA. For monetary fees, HireRight engages in the practice of assembling information
27 on consumers for the purpose of furnishing consumer reports to third parties and uses
28 interstate commerce, including the mail and internet, for the purpose of preparing and

1 furnishing such reports.

2 14. HireRight specializes in furnishing consumer reports for employment
3 purposes, i.e. providing background checks to employers for their use in taking adverse
4 employment action, such as termination, failure to hire, and failure to promote. In fact,
5 according to its website, HireRight provides consumer reports to thousands of employers,
6 including over one third of the Fortune 500 companies.¹

7 JURISDICTION AND VENUE

8 15. This Court has jurisdiction over Plaintiff's claims based on concurrent
9 jurisdiction under 15 U.S.C. § 1681p.

10 16. Venue is proper in the County of San Diego because a substantial part of
11 the events giving rise to this claim occurred in this County, and HireRight operates in this
12 County.

13 STATUTORY BACKGROUND

14 17. The FCRA is Congress's effort to ensure that consumer reporting agencies
15 are required to report information in a manner which is "fair and equitable to the
16 consumer," and "with regard to the confidentiality, accuracy, relevancy, and proper
17 utilization of such information." *Id.*

18 18. To achieve its goals, Congress requires consumer reporting agencies to
19 follow stringent procedures to ensure that whenever criminal history information is
20 reported, it is accurate, complete, and up to date.

21 19. The accuracy and completeness of the information notwithstanding,
22 Congress has further required employers to provide consumers with notice of their rights
23 under the Act and a copy of their consumer report *prior* to taking any adverse action. This
24 notice is intended to provide applicants with an opportunity to dispute the information
25 reported.

26 20. Pursuant to 15 U.S.C. § 1681g, consumer reporting agencies are further

27
28 ¹See HireRight Homepage, available online at www.hireright.com, last accessed May 10, 2013.

1 required, on request, to provide consumers with the *full file* maintained on the consumer
2 by the reporting agency. The “full file” includes “[a]ll information in the consumer’s file
3 at the time of the request.” 15 U.S.C. § 1681g(a)(1). The purpose of this requirement is
4 to allow consumers to determine the accuracy of the information set forth in their files and
5 to determine the bases upon which any adverse actions were taken. *See Gillespie v. Trans*
6 *Union Corp.*, 482 F.3d 907 (7th Cir. 2007).

7 21. In addition, the FCRA also imposes strict regulations prohibiting consumer
8 reporting agencies from reporting obsolete information. Obsolete information includes
9 any adverse information, other than a conviction for a crime, that antedates the report by
10 more than seven years. 15 U.S.C. § 1681c(a)(2) and (5).

11 22. Lastly, prior to furnishing a consumer report for employment purposes, the
12 consumer reporting agency must obtain a certification from the user that the user will not
13 use the information disclosed in the consumer report to violate any applicable federal or
14 state equal employment opportunity law or regulation. 15 U.S.C. § 1681b(b)(1)(A)(ii).

15 23. No consumer reporting agency may furnish a consumer report to any
16 person if it has reasonable grounds for believing that the consumer report will not be used
17 for a purpose permitted under the FCRA. 15 U.S.C. § 1681e(a).

18 24. HireRight receives the above-described certification from its employer-
19 customers.

20 25. However, in direct disregard of its statutory obligations and the written
21 certification entered into between the parties, HireRight actively assists employers in
22 violating California equal opportunity employment law and regulation by adjudicating, on
23 behalf of the employer, consumers with expunged convictions as not qualified for
24 employment.

25 26. Employers are forbidden by Title 2 of the California Code of Regulations
26 §7287.4 and §432.7 of the California Labor Code from inquiring or considering
27 convictions expunged pursuant to Cal. Penal Code § 1203.4 when making hiring
28 decisions.

27. Based on HireRight's conduct, Plaintiff asserts FCRA claims on behalf of herself and the three classes defined below (collectively, "Classes"). On behalf of herself and the Classes, Plaintiff seeks statutory damages, punitive damages, attorneys' fees, expenses, costs and all available other appropriate relief.

a. Restrictions on the Content of Consumer Reports

28. The FCRA specifically prohibits consumer reporting agencies that are providing reports for employment purposes from reporting "records of arrest that, from the date of entry, antedate the report by more than seven years or until the governing statute of limitations has expired, whichever is the longer period." *See* 15 U.S.C. § 1681c(a)(2).

29. In addition to being specifically forbidden from including antedated arrest information in reports prepared for employment purposes, consumer reporting agencies are further forbidden from reporting "[a]ny other adverse item of information, other than records of convictions of crimes which antedates the report by more than seven years." *See* 15 U.S.C. § 1681c(a)(5).

b. Limitations Imposed on The Provision of Consumer Reports

30. The FCRA prohibits consumer reporting agencies from furnishing reports when there are grounds to reasonably believe that the reports will be used for purposes other than those specifically listed in Section 1681b. *See* 15 U.S.C. § 1681e(a).

31. This prohibition requires consumer reporting agencies to refrain from providing reports when there are grounds to reasonably believe an employer will use the report in violation of state law. *See* 15 U.S.C. § 1681b(b)(1)(A)(ii).

32. California law makes it unlawful for employers to "seek information regarding any applicant concerning... any misdemeanor conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed pursuant to Penal Code § 1203.4[.]" 2 CCR § 7287.4(d)(1)(B).

33. Read together, 15 U.S.C. §§ 1681b(b)(1)(A)(ii), 1681e(a), and 2 CCR § 7287.4(d)(1)(B) clearly prohibit consumer reporting agencies from including information

1 regarding charges dismissed pursuant to California Penal Code § 1203.4 in reports
2 provided for employment purposes.

3 34. Based on this clear statutory framework, many consumer reporting
4 agencies, including some of HireRight's largest competitors, exclude all information
5 about convictions dismissed pursuant to California Penal Code § 1203.4 from reports
6 provided for employment purposes.

7 *c. Requirement of Full File Disclosure to the Subjects of Consumer Reports*

8 35. The FCRA requires consumer reporting agencies to, upon request, disclose
9 to consumers *all* information in their files. *See* 15 U.S.C. § 1681g(a).

10 **ALLEGATIONS RELATING TO PLAINTIFF WATKINS**

11 36. In 1999, Plaintiff Blanca Watkins was arrested for "corporal injury,"
12 "battery on a former spouse," and "battery."

13 37. The charges of "corporal injury" and "battery on a former spouse" never
14 resulted in conviction and were dismissed. Plaintiff pled guilty to the sole count of
15 misdemeanor "battery."

16 38. In 2008, Ms. Watkins successfully petitioned the court to vacate her guilty
17 plea and dismiss her conviction pursuant to Cal. Pen. C. § 1203.4.

18 39. Pursuant to 2 CCR § 7287.4, employers are prohibited from inquiring
19 about or considering information relating to misdemeanor convictions dismissed pursuant
20 to Cal. Pen. C. § 1203.4.

21 40. In the spring of 2011, Blanca Watkins applied for work at AccentCare, a
22 home healthcare provider located in San Diego, California. Had she been hired, Watkins
23 would have worked approximately forty hours per week and been paid approximately \$9
24 per hour.

25 41. After interviewing Watkins, AccentCare offered her the position.

26 42. On May 31, 2011, however, Watkins received a letter from AccentCare.
27 The letter informed her that AccentCare was considering withdrawing its offer based on
28 the contents of her consumer report. *See* Exhibit 2.

1 43. Enclosed with the letter Watkins received, was a copy of a portion of the
2 consumer report HireRight furnished to AccentCare, dated May 28, 2011. *See* Exhibit 2.

3 44. Despite the fact that Watkins's 1999 charges for "corporal injury" and
4 "battery on former spouse" had been dismissed more than seven years prior to the date of
5 the report, HireRight included information about those two criminal charges in the
6 consumer report it provided to AccentCare. The report described those charges as
7 "dismissed." *See* Exhibit 2.

8 45. HireRight also included the "battery" charge in the consumer report it
9 provided to AccentCare, noting that on "8/12/08 petition for PC 1203.4 was granted and
10 case was dismissed." *Id.*

11 46. Based on the adverse information HireRight unlawfully included in the
12 consumer report, AccentCare withdrew the employment offer it had made to Watkins.
13 *See* Exhibit 3.

14 47. Thereafter, by letter dated May 23, 2012, Watkins requested her file from
15 HireRight. *See* Exhibit 4.

16 48. Among other things, Watkins's May 23, 2012 letter request stated:

17 Please provide, pursuant to 15 USC §1681(g)(a)(1) and Cal. Civ. Code
18 Section 1786.10(a), the *full file* maintained regarding my client including
19 any and all documents you relied on in issuing the investigative consumer
20 report(s).

20 *Id.* (emphasis in original).

21 49. On or about June 20, 2012, HireRight responded to Watkins's request, but
22 only sent her a portion of her file. *See* Exhibit 5.

23 50. HireRight failed to include in its response *all* information relating to
24 Watkins, as required by 15 U.S.C § 1681g(a)(1).

25 51. Namely, HireRight chose to exclude a copy of an email it sent to
26 AccentCare, which stated that Watkins "Does Not Meet Company Standards." *See*
27 Exhibit 6.

28 52. HireRight willfully violated 15 U.S.C. § 1681c(a)(2) and (5) by reporting

1 charges that were dismissed in 1998; willfully violated 15 U.S.C. § 1681b(b)(1)(A)(ii) and
2 1681e(a) by reporting charges that were dismissed pursuant to California Penal Code §
3 1203.4; and willfully violated 15 U.S.C. § 1681g(a) by not disclosing to Watkins its email
4 to AccentCare.

5 **HIRERIGHT'S ILLEGAL BUSINESS PRACTICES**

6 53. HireRight tailors its consumer reports based on the requests of its
7 customers and applicable law. Specifically, HireRight changes the type, depth, and
8 breadth of the information it provides based on the terms of its customer agreements and
9 its understanding of the purpose for which the report is being sought.²

10 54. Unlike its competitors, however, HireRight's practice is to 1) report
11 dismissed charges, antedated by seven years, and for which the statute of limitations has
12 run, and 2) to furnish reports under circumstances where there are reasonable grounds to
13 believe that the report will be used in violation of California law.

14 55. HireRight's illegal practices persist despite its membership in the National
15 Association of Professional Background Screeners,³ an organization that instructs its
16 members not to report dismissed charges, antedated by seven years, and for which the
17 statute of limitations has run, and to not furnish reports under circumstances where there
18 are reasonable grounds to believe that the report will be used in violation of state law.⁴

19 56. HireRight includes information about old dismissed charges in spite of its
20 awareness that the FCRA and state law regulate its ability to do so. *See* HireRight Blog,

21
22 ² *See* HireRight "Solutions" webpage, available online at:
23 www.hireright.com/Background-Checks-Overview.aspx?apsi=0, last accessed May 10,
24 2013) ("[HireRight] offer[s] flexible, tailored employment screening solutions,
25 encompassing more than 150 different service offerings in more than 200 countries and
26 territories. Our diverse offerings are the result of continuous technological innovation,
27 constant customer feedback...").

28 ³ *See* HireRight Fact Sheet, available online at: www.hireright.com/Fact-Sheet.aspx, last
accessed May 10, 2013.

⁴ *See, e.g.,* Pamela Q. Devata, et. al., *Safe Screening, Safe Hiring*, HR Advisor,
July/August 2009, at 12-18, made available for its clients by NAPBS at
www.napbs.com/files/public/ConsumerEducation/Resources/HR%20Magazine%20Article%208-28-09.pdf (last visited Apr. 29, 2013).

1 [www.hireright.com/blog/2013/01/does-your-background-check-company-comply-with-3-](http://www.hireright.com/blog/2013/01/does-your-background-check-company-comply-with-3-key-provisions-of-the-fcra)
 2 [key-provisions-of-the-fcra](http://www.hireright.com/blog/2013/01/does-your-background-check-company-comply-with-3-key-provisions-of-the-fcra), last accessed May 15, 2013 (stating, “CRA[s] [are] limited to
 3 reporting adverse information for no more than 7 years” and “state laws may limit the
 4 information that can be reported by a CRA.”). Plaintiff’s report further demonstrates
 5 HireRight’s awareness of the seven year rule. *See* Exhibit 2 (stating “Past 7 Years
 6 History”).

7 57. HireRight has also already been sued and has entered into a settlement
 8 agreement for similar violations. *See* Exhibits 7 and 8.

9 58. HireRight’s practices regarding the reporting of dismissed charges violate a
 10 fundamental protection afforded to employees under the FCRA, are contrary to the
 11 unambiguous language of the statutes, and are counter to longstanding judicial and
 12 regulatory⁵ guidance. *See, e.g., Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665 (9th Cir.
 13 2009); *see also Serrano v. Sterling Testing Systems, Inc.*, 557 F. Supp. 2d 688 (E.D. Pa.
 14 2008).

15 59. So that people can identify and correct spurious reports, the FCRA requires
 16 consumer reporting agencies, upon request, to clearly and accurately disclose to the
 17 consumer “[a]ll information in the consumer’s file...” (emphasis added). *See* 15 U.S.C. §
 18 1681g(a)(1).

19 60. Nevertheless, HireRight’s practice is to not disclose to consumers *all*
 20 information in their files. Instead, HireRight discloses only some documents to
 21 consumers and omits its communications to employers indicating whether or not the
 22 consumer meets the employer’s hiring criteria.

23 61. HireRight’s practices are all the more egregious given its adjudication
 24 service.

25 ⁵ *See, e.g., FTC, Forty Years of Experience with the Fair Credit Reporting Act, An FTC*
 26 *Staff Report with Summary of Interpretations*, July 2011, at 55,
 27 <http://www.ftc.gov/os/2011/07/110720fcrareport.pdf> (last accessed May 21, 2013) (“Even
 28 if no specific adverse item is reported, a CRA may not furnish a consumer report
 referencing the existence of adverse information that predates the times set forth in this
 subsection.”).

1 62. To explain, in connection with the consumer reports HireRight sells to
2 employers, HireRight also sells an “adjudication” product which purports to render hiring
3 decisions on behalf of employers on the basis of information disclosed in its consumer
4 reports.

5 63. Specifically, HireRight’s “adjudication” service automatically “judges” the
6 applicant to determine whether the applicant qualifies for employment based on his or her
7 criminal record.

8 64. According to HireRight’s website, “adjudication” is defined as: “The
9 ability to automate a judgment based on background screening outcome. This judgment
10 often results in ‘meets requirements’ or ‘does not meet requirements’ outcome. Once
11 adjudication takes place *automatic* distribution and/or *adverse action* can occur.”
12 HireRight’s Glossary webpage, available online at:
13 <http://www.hireright.com/Background-Check-Terms.aspx>, last accessed May 20, 2013
14 (emphasis added).

15 65. Whenever an adjudication is rendered, HireRight’s computer systems
16 automatically generate a private email to the employer informing the employer either that
17 the consumer-applicant “meets requirements” or “does not meet requirements.”

18 66. Upon receipt of this confidential email by the employer, the employer will
19 take adverse action based upon HireRight’s recommendations.

20 67. After a negative adjudication has been rendered, HireRight will also
21 generate a template email in the employer’s letter head purporting to be a “pre-adverse”
22 action notice.

23 68. The notice informs the consumer that the employer is intending to take
24 adverse action against the consumer in whole or in part on the basis of the information
25 disclosed in the applicant’s consumer report.

26 69. Neither a copy of this email or the specific requirements of the employer
27 that formed the basis of the adjudication was ever provided to Plaintiff Watkins.
28

1 70. It is HireRight's standard practice not to include adjudication emails in
2 response to consumers' requests for their files.

3 71. It is HireRight's standard practice not to include the criteria on which
4 adjudications are based in response to consumers' requests for their files.

5 72. HireRight fails to include adjudication emails and criteria in its responses
6 to consumers' requests for their full files in spite of the National Association of
7 Professional Background Screeners instructing its members to disclose to consumers *all*
8 information in their files, despite purporting to consumers that it will disclose to them *all*
9 information in their files,⁶ and despite having already been sued and entered a settlement
10 agreement with the FTC for similar violations. *See* Exhibit 9 and 10.

11 73. HireRight's practices with regard to responding to consumers' requests for
12 information in their files violate another fundamental protection afforded to employees
13 under the FCRA, and is also contrary to the unambiguous language of the statute, and
14 longstanding judicial and regulatory guidance. *See Goode v. LexisNexis Risk &*
15 *Information Analytics Group, Inc.*, 848 F. Supp. 2d 532 (E.D. Pa. 2012); *see also*
16 *Gillespie v. Equifax Info. Servs., L.L.C.*, 484 F.3d 938 (7th Cir. 2007).

17 74. By systematically reporting dismissed criminal charges that antedate the
18 report by seven years and for which the statute of limitations has run, HireRight willfully
19 violated 15 U.S.C. § 1681c(a)(2) and (5); by including charges that were dismissed
20 pursuant to California Penal Code § 1203.4 on reports provided for employment purposes,
21 HireRight willfully violated 15 U.S.C. §§ 1681b(b)(1)(A)(ii) and 1681e(a); and by failing
22 to disclose to consumers, upon request, *all* information in their files, HireRight willfully
23 violated 15 U.S.C. § 1681g(a).

24 CLASS ACTION ALLEGATIONS

25 75. Plaintiff pleads the following claims on behalf of herself and the Classes
26 defined below:

27 ⁶ *See* HireRight Overview webpage, available online at:
28 <http://www.hireright.com/Consumers-Applicants.aspx>, last accessed May 10, 2013.

1 Claim I: Reporting adverse information other than records of
2 conviction which antedates the report by more than seven
3 years, 15 U.S.C. § 1681c(a)(2) and (5).

4 Claim II: Reporting charges dismissed pursuant to California Penal
5 Code § 1203.4, 15 U.S.C. §§ 1681b(b)(1)(A)(ii) and
6 1681e(a).

7 Claim III: Failing to provide a full copy of a consumer's file upon
8 request, 15 U.S.C. § 1681g(a).

9 76. Plaintiff asserts the claims set forth in **Claim I** on behalf of herself and the
10 **Outdated Information Class** defined as follows:

- 11 1) All individuals on whom HireRight prepared a consumer report for
12 employment purposes in the two years predating the filing of this
13 Complaint and continuing through the date the class list is prepared;
14 and
15 2) Whose report contains information about dismissed charges where the
16 charges antedate the report by more than seven years, and for which the
17 applicable statute of limitations has run.

18 77. Plaintiff asserts the claims set forth in **Claim II** on behalf of herself and the
19 **California 1203.4 Class** defined as follows:

- 20 1) All individuals on whom HireRight prepared a consumer report for
21 employment purposes in the two years predating the filing of this
22 Complaint;
23 and
24 2) Whose report includes information regarding charges that were dismissed
25 pursuant to California Penal Code § 1203.4.

26 78. Plaintiff asserts the claims set forth in **Claims III** on behalf of herself and
27 the **Disclosure Class** defined as follows:

- 28 1) All individuals on whom HireRight prepared a consumer report for
 employment purposes in the five years predating the filing of this
 Complaint;

1 and

2 2) To whom, after being requested, HireRight did not provide a copy of the
3 full file, including all communications from HireRight to the employer.

4 79. Numerosity: The Classes are so numerous that joinder of all class
5 members is impracticable. HireRight regularly furnishes consumer reports for
6 employment purposes and impermissibly includes information about charges that are
7 older than allowed by the FCRA and/or which were dismissed pursuant to California
8 Penal Code § 1203.4. HireRight also regularly receives requests from consumers for their
9 files and regularly fails to provide to such consumers *all* information in their files.

10 80. Typicality: Plaintiff's claims are typical of the members of the Classes.
11 HireRight furnishes consumer reports for employment purposes and typically includes
12 charges that are older than allowed by the FCRA and/or which were dismissed pursuant to
13 California Penal Code § 1203.4. HireRight also typically fails to provide to consumers,
14 upon request, *all* information in their files. The FCRA violations suffered by Plaintiff are
15 typical of those suffered by other class members and HireRight treated Plaintiff consistent
16 with other class members in accordance with its standard policies and practices.

17 81. Adequacy: Plaintiff will fairly and adequately protect the interests of the
18 Classes, and has retained counsel experienced in complex class action litigation.

19 82. Commonality: Common questions of law and fact exist as to all members
20 of the Classes and predominate over any questions solely affecting individual members of
21 the Classes, including but not limited to:

- 22 a. Whether HireRight furnishes consumer reports for employment
23 purposes;
24 b. Whether HireRight violated the FCRA by reporting charges which
25 are older than allowed by the FCRA;
26 c. Whether HireRight violated the FCRA by including charges
27 dismissed pursuant to California Penal Code § 1203.4 on consumer
28 reports procured by employers for employment purposes;

- d. Whether HireRight violated the FCRA by, upon request, failing to provide *all* information in consumers' files;
- e. Whether HireRight's violations of the FCRA were willful;
- f. The proper measure of statutory damages; and
- g. The proper measure of punitive damages.

83. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1) because prosecution of actions by or against individual members of the Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for the Defendant. Further, adjudication of each individual class member's claim as separate action would prospectively be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.

84. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. The Defendant's conduct described in this Class Action Complaint stems from common and uniform policies and practices, resulting in common violations of the FCRA. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning the Defendant's practices. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all class members' claims in a single forum.

85. Plaintiff intends to send notice to all members of the Classes to the extent required by Rule 23. The names and addresses of the class members are available from Defendant's records.

CLAIM I FOR RELIEF
Reporting Antedated Charges
(15 U.S.C. § 1681c(a)(2) and (5))
On Behalf of the Outdated Information Class

86. In return for money, HireRight furnished consumer reports on Plaintiff and other class members, to third-parties for employment purposes.

87. The consumer reports included dismissed charges, antedated by more than seven years, and for which the statute of limitations had run.

88. The foregoing violations were willful. HireRight acted in deliberate or reckless disregard of its obligations and the rights of Plaintiff and other class members under 15 U.S.C. §§ 1681c(a)(2) and 1681c(a)(5). HireRight's willful conduct is reflected by, inter alia, the following:

- a. The FCRA was enacted in 1970; HireRight, which was founded in 1995, has had nearly two decades to become compliant;
- b. HireRight is a large corporation which specializes in furnishing consumer reports for employment purposes and has access to legal advice through its own general counsel's office and outside employment counsel. Yet, there is no contemporaneous evidence that HireRight determined that its conduct was lawful;
- c. HireRight's conduct is inconsistent with the FTC's longstanding regulatory guidance, judicial interpretation, and the plain language of the statute;
- d. HireRight knew or had reason to know from its communications with the National Association of Professional Background Screeners that its conduct violates the FCRA;
- e. HireRight informs its clients that it cannot report dismissed charges, antedated by seven years, and for which the statute of limitations has run, yet includes these charges anyway;
- f. HireRight knew or had reason to know its conduct violates the

FCRA due to previously being sued and having entered into a settlement agreement for similar violations;

g. HireRight's similarly situated competitors have adopted policies of not reporting dismissed charges, antedated by more than seven years, and for which the statute of limitations has run;

h. Despite the pellucid statutory text and there being a depth of guidance, HireRight adopted a policy of systematically reporting dismissed charges, antedated by more than seven years, and for which the statute of limitations had run. By adopting such a policy, HireRight voluntarily ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless; and

i. HireRight includes a notation on its reporting indicating that the seven year limitation on information is applicable, yet fails to exclude all adverse non-conviction information which antedates the date of the report by more than seven years.

89. Plaintiff and the Outdated Information Class are entitled to statutory damages of not less than \$100 and not more than \$1,000 for each and every one of these violations pursuant to 15 U.S.C. § 1681n(a)(1)(A).

90. Plaintiff and the Outdated Information Class are entitled to such amount of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

91. Plaintiff and the Outdated Information Class are further entitled to recover their costs and attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3).

CLAIM II FOR RELIEF

Reporting Charges Dismissed Pursuant to California Penal Code § 1203.4 (15 U.S.C. §§ 1681b(b)(1)(A)(ii) & 1681e(a)) On Behalf of the California 1203.4 Class

92. In return for money, HireRight furnished consumer reports on Plaintiff and other class members, to third-parties for employment purposes.

1 93. The consumer reports included charges that were dismissed pursuant to
2 California Penal Code § 1203.4.

3 94. The foregoing violations were willful. HireRight acted in deliberate or
4 reckless disregard of its obligations and the rights of Plaintiff and other class members
5 under 15 U.S.C. §§ 1681b(b)(1)(A)(ii) and 1681e(a). HireRight's willful conduct is
6 reflected by, inter alia, the following:

- 7 a. The FCRA was enacted in 1970; HireRight, which was founded in
8 1995, has had nearly two decades to become compliant;
- 9 b. HireRight is a large corporation which specializes in furnishing
10 consumer reports for employment purposes and has access to legal
11 advice through its own general counsel's office and outside
12 employment counsel. Yet, there is no contemporaneous evidence
13 that HireRight determined that its conduct was lawful;
- 14 c. HireRight's conduct is inconsistent with the FTC's longstanding
15 regulatory guidance, judicial interpretation, and the plain language
16 of the statute;
- 17 d. HireRight knew or had reason to know from its communications
18 with the National Association of Professional Background
19 Screeners that its conduct violates the FCRA;
- 20 e. HireRight informs its clients that it cannot furnish reports under
21 circumstances where there are reasonable grounds to believe that
22 the report will be used in violation of state law;
- 23 f. HireRight knew or had reason to know its conduct violates the
24 FCRA due to previously being sued and having entered into a
25 settlement agreement for similar violations;
- 26 g. HireRight's similarly situated competitors have adopted policies of
27 not reporting charges dismissed pursuant to California Penal Code
28 § 1203.4; and

1 h. Despite the pellucid statutory text and there being a depth of
 2 guidance, HireRight adopted a policy of systematically reporting
 3 charges dismissed pursuant to California Penal Code § 1203.4. By
 4 adopting such a policy, HireRight voluntarily ran a risk of violating
 5 the law substantially greater than the risk associated with a reading
 6 that was merely careless.

7 95. Plaintiff and the California 1203.4 Class are entitled to statutory damages
 8 of not less than \$100 and not more than \$1,000 for each and every one of these violations
 9 pursuant to 15 U.S.C. § 1681n(a)(1)(A).

10 96. Plaintiff and the California 1203.4 Class are entitled to such amount of
 11 punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

12 97. Plaintiff and the California 1203.4 Class are further entitled to recover their
 13 costs and attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3).

14 **CLAIM III FOR RELIEF**

15 **Failing to Provide Complete Information**

16 **(15 U.S.C. § 1681g(a))**

17 ***On Behalf of the Disclosure Class***

18 98. Plaintiff alleges and incorporates by reference the allegations in the
 19 preceding paragraphs.

20 99. In return for money, HireRight furnished consumer reports on Plaintiff and
 21 other class members, to third-parties for employment purposes.

22 100. Upon request, HireRight failed to disclose to consumers *all* information in
 23 their files.

24 101. The foregoing violations were willful. HireRight acted in deliberate or
 25 reckless disregard of its obligations and the rights of Plaintiff and other class members
 26 under 15 U.S.C. § 1681g(a).

27 102. HireRight's willful conduct is reflected by, inter alia, the following:

28 a. The FCRA was enacted in 1970; HireRight, which was founded in
 1995, has had nearly two decades to become compliant;

- 1 b. HireRight is a large corporation which specializes in furnishing
2 consumer reports for employment purposes and has access to legal
3 advice through its own general counsel's office and outside
4 employment counsel. Yet, there is no contemporaneous evidence
5 that HireRight determined that its conduct was lawful;
- 6 c. HireRight's conduct is inconsistent with the FTC's longstanding
7 regulatory guidance, judicial interpretation, and the plain language
8 of the statute;
- 9 d. HireRight knew or had reason to know from its communications
10 with the National Association of Professional Background
11 Screeners that its conduct violates the FCRA;
- 12 e. HireRight purports to consumers that it will disclose to them *all*
13 information in their files;
- 14 f. HireRight knew or had reason to know its conduct violates the
15 FCRA due to previously being sued and having entered into a
16 settlement agreement with the FTC for similar violations;
- 17 g. HireRight's similarly situated competitors have adopted policies of,
18 upon request, disclosing to consumers *all* information in their files;
19 and
- 20 h. Despite the pellucid statutory text and there being a depth of
21 guidance, HireRight adopted a policy of not disclosing to
22 consumers, upon request, *all* information in their files. By adopting
23 this policy, HireRight voluntarily ran a risk of violating the law
24 substantially greater than the risk associated with a reading that was
25 merely careless.

26 103. Plaintiff and the Disclosure Class are entitled to statutory damages of not
27 less than \$100 and not more than \$1,000 for each and every one of these violations
28 pursuant to 15 U.S.C. § 1681n(a)(1)(A).

104. Plaintiff and the Disclosure Class are entitled to such amount of punitive damages as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2).

105. Plaintiff and the Disclosure Class are further entitled to recover their costs and attorneys' fees pursuant to 15 U.S.C. § 1681n(a)(3).

PRAYER FOR RELIEF

106. WHEREFORE, Plaintiff, on behalf of herself and the Classes, prays for relief as follows:

- a. Determining that this action may proceed as a class action under Rule 23(b)(1) and (b)(3) of the Federal Rules of Civil Procedure;
- b. Designating Plaintiff as representative for the Classes and designating Plaintiff's Counsel as counsel for the Classes;
- c. Issuing proper notice to the Classes at HireRight's expense;
- d. Declaring that HireRight committed multiple, separate violations of the FCRA;
- e. Declaring that HireRight acted willfully, in deliberate or reckless disregard of Plaintiff's rights and its obligations under the FCRA;
- f. Awarding statutory and punitive damages as provided by the FCRA;
- g. Awarding reasonable attorneys' fees and costs as provided by the FCRA; and
- h. Granting further relief, in law or equity, as this Court may deem appropriate and just as provided by the FCRA.

DEMAND FOR JURY TRIAL

107. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff and the Classes demand a trial by jury.

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Dated: 5/20/2013

Respectfully submitted,

THE LAW OFFICES OF DEVIN H. FOK

By: _____

Devin H. Fok

ATTORNEY FOR INDIVIDUAL AND
REPRESENTATIVE PLAINTIFF